

BREACH OF CONTRACT

4. ACI entered into Contract W5J9LE-11-C-0020 with the United States Army Corps of Engineers (“USACE”) for construction of the Kandahar Regional Police Training Center in Kandahar, Afghanistan.

5. ACI subcontracted a portion of its scope of work to HZCC (the “Subcontract”) for a lump sum amount of \$10,835,000.

6. The work subcontracted to HZCC consisted of construction-related activities relating to six different buildings at the project location.

7. HZCC performed all work it was permitted to execute in a good and workmanlike manner, consistent with the direction and requirements of ACI and the Subcontract.

8. Prior to the completion of work, USACE terminated ACI’s performance of Contract W5J9LE-11-C-0020 for default for reasons unrelated to HZCC’s performance.

9. HZCC successfully performed its obligations under the Subcontract through the date USACE terminated ACI.

10. ACI breached the Subcontract by failing to pay HZCC for all of the work that HZCC performed through the date of termination.

11. ACI is liable to HZCC in an amount to be determined at trial but not less than \$3,025,969.00, which represents the amount due and owing under the Subcontract.

12. Moreover, upon information and belief, ACI is liable to HZCC for interest under the Prompt Payment Act, 31 U.S.C. § 3901 *et seq.*, in an amount to be determined at trial.

WHEREFORE, HZCC prays for compensatory damages in an amount not less than \$3,025,969.00 plus interest, costs, attorneys' fees and such other relief this Court deems just and proper.

Respectfully submitted,

/s/ Maria L. Panichelli

Maria L. Panichelli, Esquire (Bar I.D. No. 5047)
Cohen Seglias Pallas Greenhall & Furman, P.C.
Nemours Building, Suite 1130
1007 North Orange Street
Wilmington, Delaware 19801
(302) 425-5089
(302) 691-1452 (fax)
mpanichelli@cohenseglias.com

Dated: February 2, 2016